

October 26, 2015

INVITATION TO BID #15-85

Sealed bids for providing food service to the Birmingham City Jail for a period of three (3) year, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham Alabama until 2:00 p.m., December 8, 2015 at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Bids are to be submitted on the bid form provided and must be accompanied by a bid bond, certified check or cashier's check in lieu thereof, with the City named as payee, in the amount of \$1,000.00. Any and all bids, submitted without the required bid bond will be rejected and considered non-responsive. All such bonds or checks will be returned upon execution of the required contract documents or upon expiration of ninety (90) days from bid opening date, or such other date as mutually agreed upon by both the City and bidder(s) if the City requests an extension. Any bid withdrawn prior to ninety (90) days from bid opening, or any mutually agreed upon extension will result in the bidder forfeiting their bid bond.

The successful bidder will be required to execute an agreement with the City in accordance with the proposed terms upon which bids are submitted. A copy of the proposed agreement is included in the bid materials. Within ten (10) days of Notice of Award, the successful bidder will be required to furnish a Performance Bond in an amount equal to 100% of the value of the initial contract year based on 190 meals provided 3 times per day for 365 days per year plus 95 meals a day, 365 days per year and a Material Labor and Payment Bond in an amount equal to 50% of the value of the Performance Bond, to be enforce for the duration of the agreement – all three years.

A **mandatory** pre-bid conference and site survey to review and discuss the service required will be held at 10:00 a.m., November 17, 2015, in the City Hall Council Chambers, Third Floor City Hall, Birmingham AL 35203.

Anyone who wishes to submit a bid **must attend** the pre-bid conference scheduled for 10:00 a.m., December 8, 2015. The site survey, which will be conducted for all potential bidders, will be crucial for a thorough understanding of the work to be performed.

ATTENDANCE WILL BE MANDATORY. Any bid received from a contractor who did not attend the pre-bid conference will not be considered for award.

Bids are to be submitted on the bid form provided and all bid pricing is to be F.O.B. Birmingham, AL, delivered.

No bid may be withdrawn for a period of ninety (90) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, **SEALED BID – FOOD SERVICE FOR THE BIRMINGHAM CITY JAIL– 2:00 P.M., 12/08/15.** Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 1ST FLOOR CITY HALL).** However, bids sent by any express carrier (i.e. Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street, and specify delivery to Room P-100, 1st Floor-City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., December 8, 2015. Bids received after this time will not be considered.

W. E. Caffee, Assistant Purchasing Agent

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B.N. 11/01/15

SPECIFICATIONS FOR FOOD SERVICE FOR THE BIRMINGHAM CITY JAIL

GENERAL:

The City of Birmingham is seeking bids for food service for the Birmingham City Jail. Award will be made to the lowest priced responsive, responsible bid submitted for the total lot. **NOTE:** The words contract and agreement are used interchangeably throughout this document to refer to the same document.

Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222).

The proposed contract shall extend for a minimum time frame of three (3) years. The City shall have the right to terminate this agreement in whole or in part at any time for cause or convenience.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

Enclosed is a tentatively proposed sample food service agreement form for review by potential bidders. Certain terms and conditions are subject to change upon mutual agreement of both parties.

Any questions concerning these specifications should be addressed to Purchasing Division, at (205) 254-2265, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

Bids are to be submitted on the bid form provided and must be accompanied by a bid bond, certified check or cashier's check in lieu thereof, with the City named as payee, in the amount of \$1,000.00. Any and all bids, submitted without the required bid bond will be rejected and considered non-responsive. All such bonds or checks will be returned upon execution of the required contract documents or upon expiration of ninety (90) days from bid opening date, or such other date as mutually agreed upon by both the City and bidder(s) if the City requests an extension. Any bid withdrawn prior to ninety (90) days from bid opening, or any mutually agreed upon extension will result in the bidder forfeiting their bid bond.

The successful bidder will be required to execute an agreement with the City in accordance with the proposed terms upon which bids are submitted. A copy of the proposed agreement is included in the bid materials. Within ten (10) days of Notice of Award, the successful bidder will be required to furnish a Performance Bond in an amount equal to 100% of the value of the initial contract year based on 190 meals provided 3 times per day for 365 days per year plus 95 meals a day, 365 days per year and a Material Labor and Payment Bond in an amount equal to 50% of the value of the Performance Bond, to be enforce for the duration of the agreement – all three years.

The successful party shall carry general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 combined single limit for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft. The successful party shall also carry automobile liability insurance with limits of not less than \$1,000,000.00 bodily injury and property damage per occurrence combined single limit. Party shall carry Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. Such policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) days notice in writing prior to cancellation or change of coverage provided by said policies. Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work.

Successful party is required to include the City's bid number (15- 85) on the evidence of insurance document and any related documents (renewal notices, cancellation notices, change notices, etc. Policies that state the company will endeavor to provide thirty (30) days notice prior to cancellation or change of coverage, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives are not acceptable. Insurance shall be through companies authorized to do business in the State of Alabama with a B+ rating or better according to the most current edition of Best's Insurance Reports. Party is to provide written documentation of the company's rating with his bid.

Vendor shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs, and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor and any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnatee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

The successful vendor ("Vendor") warrants that it will inspect the work sites before performing the services and work contemplated here under (services"). Vendor is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the worksite, or under the care, custody or control of the Vendor or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

Bidder (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Bidder acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

SPECIFICATIONS FOR FOOD SERVICE FOR THE BIRMINGHAM CITY JAIL

DETAILED SPECIFICATIONS:

I. INTRODUCTION

City of Birmingham is inviting bids for the provision of food service to include inmate and staff feeding seven days a week and program support services for a culturally diverse population of up to approximately 190 inmates and 95 staff members for a term of 3 years, subject to the availability of funding for year 2 and year 3.

City of Birmingham presently operates a facility at the following location:

Birmingham City Jail

425 6th Ave. South

Birmingham, AL 35205

It is important to note that the Birmingham City Jail kitchen facility is due to be completely renovated on or about the time of contract startup. Potential bidders must be capable of providing mobile kitchen facilities on site for the initial 3-5 months of the contract, or until the renovations are completed. Mobile facilities must include all necessary storage space for food goods, supplies, utensils, preparation equipment plus any and all other items necessary to provide 3 meals per day for the inmate population and one meal a day for jail staff.

II. OBJECTIVE

The objective of this Bid is to result in a contract between the successful bidder and the City of Birmingham that will meet the following objectives:

- A. To deliver high quality food service that can be audited against established nutritional and health standards
- B. To operate the food service program using correction experienced and professionally trained personnel
- C. To operate the food service program in a cost effective manner with full reporting to the City of Birmingham
- D. To implement a food service plan with clear objectives, policies, procedures and evaluation of compliance – provide copy of proposed plan
- E. To maintain an open collaborative relationship with the City of Birmingham administration and staff
- F. To maintain any applicable State and Federal Correctional Food Service Standards
- G. To offer a comprehensive program for continuing staff training and inmate training and education – provide copy of proposed program
- H. To operate the food service program in a humane manner with respect to the inmates' right to basic health and nutritional standards

III. QUALIFICATIONS OF BIDDER

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

- The vendor must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous correctional feeding experience with proven effectiveness in administering large scale corrections food service programs. Provide corporation's background and history, including number of years in business, number of employees, number of accounts and annual gross sales for the last three (3) years.
- The vendor must have a proven ability for a contract startup within 30 days
- The vendor must have qualified and trained staff with sufficient back up personnel, at a minimum the district manager must have five (5) years of corrections feeding experience. Provide an overview of the vendor's staff orientation program, highlights of vendor's in-service training programs, and certificate programs.

- The vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services
- The vendor must submit a corporate financial statement for the last three years. If the company is a subsidiary or division of a corporation, the relationship of the vendor must be clearly delineated in the documentation
- The vendor shall submit a list of five (5) references, including, at a minimum, the name of the institution, address, a contact name and phone number

IV. METHOD OF AWARD

The award will be made to the lowest priced responsive, responsible bid submitted for the total three (3) year period. The successful vendor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the City of Birmingham. The successful bidder will perform all services indicated in the bid specifications in compliance with a fully executed contract.

City of Birmingham reserves the right to reject any or all bids for any reason in whole or in part received in response to this ITB. City of Birmingham will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

Contract award is subject to review and approval of the Jefferson County Personnel Board to document compliance with Enabling Act No. 248, 1945 Alabama Legislature. Once approved by the Personnel Board, the item will be submitted to the Birmingham City Council for approval and formal award. Failure to obtain approval by the Jefferson County Personnel Board may result in no further action relating to award of the contract.

All participating bidders shall mark conspicuously – compliance or non-compliance with an “X” in the appropriate column beside each specified item. **This page must be returned along with the completed bid form.** Those items marked in the “NO” column must be explained in detail on the “Exceptions To Specifications” section of the bid form.

BIDDER COMPLIES

YES NO

V. SCOPE OF WORK

Vendors will be expected to provide the following services as part of the food service program:

- A. The vendor shall provide three (3) meals per day, two (2) of which will be hot, seven (7) days per week, together with sack lunches of comparable nutritional value, as required by the facility, for inmate population. _____

No more than thirteen (13) hours shall pass between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the vendor and the City of Birmingham personnel. Vendor shall supply meals for officers at the inmate price per meal. _____

Vendor shall supply meals for officers at the inmate price per meal, based on one meal per officer per shift, 3 shifts per day, 365 days per year. _____

All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association. All menus will be approved prior to service and quarterly thereafter by a vendor provided registered dietitian. All meals served will provide a minimum of 2500 calories per day in addition to all required nutrients. _____

The vendor must provide a four (4) week menu with their bid, complete with nutritional analysis. The calorie count for each meal will be indicated on the menu. No bid will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion size of each menu item. _____

Meals will be served at appropriate temperatures and in a manner that makes them visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard) where indicated. _____

The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. The vendor will submit with their bid a sample from their corrections diet handbook. _____

The vendor shall include sample menus in the bid for special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of five (5) spirit lifter meals shall be provided annually including Independence Day, Thanksgiving, Christmas, and New Year holidays, and one (1) meal to be scheduled at the discretion of the City of Birmingham. _____

At least a three (3) day supply of food must be maintained on site for emergency contingencies. _____

B. The average daily population will be up to approximately 190 inmates. Additionally, the vendor shall expect to serve approximately 95 staff members, based on one meal per officer/shift, three (3) shifts per day, 365 days per year. Third shift will require addition of one meal time per day for a limited number of staff, resulting in a total number of 4 meal times per day. The numbers provided indicate the approximate number of meals to be served annually will be 242,725. This is an approximate number to be used for evaluation purposes only. The City does not guarantee a specific number of meals. _____

C. The vendor shall:

- Provide all consumable supplies and food products that are required for food service operations. These supplies and food products shall remain the property of the vendor. Cleaning supplies for the kitchen area shall be provided by the vendor. _____
- Be responsible for routine cleaning and housekeeping of food service preparation, service and storage areas and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. _____
- Assign a minimum of one (1) employee per shift to oversee and supervise all aspects of the food service operation. Inmates will be provided as required by the vendor, subject to the approval of the Chief Jail Administrator or his/her designee. The vendor will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including number of inmates required per shift. Such personnel shall be used to assist in the preparation of food, delivery of meals and general sanitation and cleaning. The vendor agrees to train and supervise such personnel, subject to the overall control of the City of Birmingham. _____
- Agree that its employees assigned to duty at the jail shall submit to periodic health Examinations at least as frequently and as stringently as required by law and agrees to submit satisfactory evidence of compliance with all health regulations to the City of Birmingham, upon request. _____

- Vendor shall submit to the City of Birmingham on the first day of each week, covering the previous week, an invoice for meals ordered or served, whichever is greater. The price per meal charged to the City of Birmingham shall be described in the bid and shall be guaranteed for meals for (1) one year. Vendor shall also provide a firm price per meal for a second year and a firm price per meal for a third year. _____

- The vendor shall return to the City of Birmingham at the expiration of this contract the food service premises and all equipment furnished by the City of Birmingham in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been damaged by fire, flood or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor and providing that all damages and losses are reported to the City of Birmingham for all items covered by this paragraph. The City of Birmingham will pay for needed repairs caused by normal wear and tear. Equipment, which in the opinion of the City of Birmingham has exceeded its useful life, will be replaced by the City of Birmingham after consultation with the vendor. _____

- Vendor agrees to make the fullest use of the USDA donated commodities when they are available; wholesome and appropriate for menu purposes. The vendor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA-donated commodities is subject to the following requirements:
 - a. The vendor will properly handle, store and prepare the commodities _____
 - b. A weekly inventory shall be taken of all commodities by the vendor. The report shall include for each USDA-donated commodity; the commodities on hand at the beginning of the week; the quantity used; the quantity lost due to spoilage, theft or shrinkage; and the balance at the end of the week _____
 - c. Commodities received will be used solely for the benefit of those persons in the jail _____
 - d. The vendor shall credit to the City of Birmingham invoice, the fair market value to each commodity item used for the period, deducting there from shipping and handling charges actually incurred _____
 - e. The vendor shall assume all liability of or safety of donated commodities. _____

- The vendor shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of these records shall be supplied to the Chief of Police or his designee on request. In addition, all such records shall be available for auditing by the City of Birmingham at any time during regular working hours. _____

- a. Facility inspections shall be made by the City of Birmingham when deemed necessary, with or without advance notice to the vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of City of Birmingham. _____

- b. Inspections of kitchen facilities by City of Birmingham and State Health agencies must achieve satisfactory ratings. _____

- The Vendor shall be responsible for purchasing, maintaining and replacing trays, reusable plastic cups and utensils for all feeding operations. _____
- Food service personnel employed by the vendor will be properly attired in a clean uniform at all times. Vendor will provide said uniforms to its personnel. Hair restraints will be worn at all times such personnel are performing duties areas where food is stored, prepared or consumed. _____

NOTE: Existing jail facilities should be under renovation. However, all prospective vendors must attend the scheduled mandatory pre-bid conference and site inspection and examine the facility as a precondition to their bid to establish location and any potential logistical problems in the area. Agreement shall exist upon the condition that Vendor will operate its Services at the same points of service and remain in operation under the same operating standards agreed at the time of execution of the agreement. Any proposed change in the scope of the work covered by this agreement will require a new bid process and will result in a new contractual agreement. _____

D. Staff Requirements:

- All employees of the vendor who will work in the jail must be cleared by the City of Birmingham's Police Department. All employees must comply with the written policy and procedures relating to facility security. _____
- All bids must clearly detail the proposed use of the food service manager and inmates as part of the vendor's food service bid. Included in this section shall be detailed explanation of method of supervision, job description and overall approach to working with City of Birmingham employees. _____
- If the bid includes the use of inmate labor, training in kitchen skills and food service delivery shall be provided by the vendor. The bid shall outline what this training will entail as part of the vendor's overall vocational training program. _____
- Inmates are not permitted to supervise other inmates.
 - All employees of the vendor shall complete twenty-four (24) hours of approved in-service training annually on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the City of Birmingham at any time during regular working hours. _____

E. Daily Processing of Complaints:

- Food service complaints from inmates must be processed at least daily as follows:
 - a. Food service trained personnel shall act upon all complaints _____
 - b. The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints _____
 - c. All complaints shall be forwarded to the Chief Jail Administrator or his/her designee. _____

VI. CONTRACT REVIEW

City of Birmingham and the Food Service Provider shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the Chief Jail Administrator or his/her designee and the Food Service Provider personnel for the evaluation and amendment, if necessary, of the Agreement.

The facility and the Food Service Provider shall, within 30 days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

VII. RESPONSIBILITY OF City of Birmingham

City of Birmingham shall be responsible for and provide:

- Accurate and timely orders for the numbers of meals to be served to inmates, correctional officers and staff within two (2) hours of the time for meals to be served.
- Provide adequate ingress and egress to all production areas.
- Adequate heat, light, ventilation and all other utilities. City of Birmingham shall provide local and business telephone service to the vendor at no charge. This telephone shall be used only for local service, business -related calls. Should the vendor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the city system shall be installed at the vendor's expense.
- Extermination and trash removal services.
- General maintenance to the building structure including, but not limited to the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The city's maintenance does not include day-to-day cleaning operations in the kitchen area.
- Adequate preparation, storage and holding equipment and maintenance of the same.
- Security, control and limitation of inmate movement in, to and from the food service area, including physical security of employees, suppliers and other authorized vendors.
- Maintain kitchen appliances and equipment.

VIII. Termination and Suspension.

- a. This Agreement may be terminated by City for its convenience upon thirty (30) days' written notice to Vendor. If this Agreement is terminated by City for convenience the Vendor shall be paid the amounts due for Services performed and expenses incurred up to the effective date of termination.
- b. City may terminate for cause by giving vendor written notice of intent to terminate and specific detail of breach of contract. If within fifteen (15) days from such notice the breach has not been corrected, the City may cancel the agreement effective fifteen (15) days after the end of said fifteen (15) day period allowed for corrective action.
- c. Vendor may terminate this Agreement for (i) nonpayment by City or (ii) material breach or failure of City to comply with this Agreement, upon 60 days written notice to the City.
- d. City may in writing order Vendor to suspend all or any part of the Services for a Project for the convenience of City upon a stoppage beyond the control of City or Vendor.
- e. Persons assigned by Vendor to another Project during such suspension periods and not available to return to a Project upon cessation of the suspension shall be replaced.

FOOD SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2015 by and between City, with principal offices located at _____ ("Client"), and vendor.

WITNESSETH:

WHEREAS, City has issued an ITB 15-_____ for Inmate Food Services at the Birmingham City Jail dated _____ and Vendor submitted its bid to provide the necessary food services; and ITB date _____

WHEREAS, City desires to avail itself of vendor's services; and

WHEREAS, vendor desires to perform such services for City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CITY'S GRANT TO VENDOR

City grants to Vendor, as an independent subcontractor, the right to operate inmate food services at the following described premises: _____ (such location hereinafter referred to as the "Premises"), and the right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the City (such food service hereinafter referred to as "Services").

SECTION 2. VENDOR'S RESPONSIBILITIES

2.1. Pursuant to the provisions of this Agreement, Vendor will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties and further set forth in the bid form submitted by the vendor, attached hereto. Such Services shall meet or exceed the State and Federal Correctional Food Service Standards as well as the standards for adult holding and detention facilities as established by the American Correctional Association regarding food service and the requirements set forth in Invitation to Bid and Specifications #15-85 issued October 26, 2015, vendor's response to the ITB #15-85, all of which are incorporated herein by this reference.

2.2. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). All items of cost for the meals/service are to be included in the bid price per meal. City will not pay any additional costs above the bid price for the meals. Vendor also agrees: (i) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (ii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iii) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding City's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business.

2.3. It is important to note that the Birmingham City Jail kitchen facility is due to be completely renovated on or about the time of contract startup. Bidder shall provide mobile kitchen facilities on site for approximately the initial 3-5 months of the contract, or until the renovations are completed. Mobile facilities must include all necessary storage space for food goods, supplies, utensils, preparation equipment plus any and all other items necessary to provide 3 meals per day for the inmate population and one meal per day for jail staff.

2.4. Vendor shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the City. All persons employed by Vendor will be the employees of Vendor, and not of the City, and will be covered by employee dishonesty coverage. The City may refuse access to any Vendor's employee. Vendor shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies City from any liability

for such obligation. Vendor agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.5. Vendor shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Vendor agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.6. All records shall be kept on file by Vendor for a period of three (3) years from the date the record is made and Vendor shall, upon reasonable notice, give the City or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Vendor's business records which are solely and directly relevant to the financial transactions pertaining to this agreement. The cost of such inspection, examination, and audit will be at the sole expense of the City and such inspection, examination, and audit shall be conducted at the Vendor's locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.7. Vendor agrees that Vendor's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that City imposes upon City's employees and agents.

2.8. Vendor agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the City as defined in Section 3.

2.9. In connection with Services provided hereunder, Vendor shall purchase inventory, equipment, and services from various sellers and vendors selected by Vendor at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Vendor deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Vendor. City does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of City's Obligations.

SECTION 3. CITY'S RESPONSIBILITIES

3.1. City shall, without cost to Vendor, provide Vendor with the necessary space for the operation of its Services, and shall furnish, without cost to Vendor, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space, except as noted in Section 2.3 of this agreement.

3.2. City shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Vendor's Services hereunder. The City will maintain, repair, and replace said equipment and facilities at its own expense. If equipment provided by City becomes inoperative, hazardous, or inefficient to operate, Vendor shall notify City immediately. City shall permit Vendor to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by City to Vendor are the sole property of the City, and Vendor will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the City.

3.3. The City will be responsible, at no cost to Vendor, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by City staff or inmate workers and supervised by City staff and shall be performed on a schedule determined by agreement between the City and Trinity.

3.4. City shall pay all real estate taxes with respect to the Premises, and City shall pay all personal property taxes and similar taxes with respect to City's equipment located in the Premises.

SECTION 4. PAYMENT TERMS

Vendor shall invoice the City each week, in arrears, for the total amount due from the City as the result of the number of meals served in the preceding week. City shall pay the invoice amount within 30 days of receipt of invoice from vendor. In the event that said amounts set forth in said documents are not paid according to the terms hereof, or in the event that Vendor, in its sole discretion, determines that City's credit has become impaired, Vendor shall have the option to:

(a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Vendor's satisfaction; or (b) terminate this Agreement without liability whatsoever to Vendor, by giving sixty (60) days prior written notice to City. All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the City.

SECTION 5. COMMENCEMENT AND TERMINATION

5.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for 3 years beginning on _____.

5.2. City may terminate this Agreement, for any reason, by providing notice of said termination in writing thirty (30) calendar days prior to the proposed termination date.

5.3. Vendor may terminate this Agreement for (i) nonpayment by City or (ii) material breach or failure of the City to comply with this Agreement upon 60 calendar days written notice to the City.

5.4. Upon the termination or expiration of this Agreement, Vendor shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to City, together with all the equipment furnished by the City pursuant to this Agreement, in the same condition as when originally made available to Vendor, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 6. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 7. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Vendor's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Vendor and City. This Agreement supersedes all other agreements between the parties for the provision of Vendor 's Services on the Premises.

SECTION 8. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt; (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to City: <Name, Etc.>

If to Vendor:

With copy to:

SECTION 9. CONFIDENTIALITY

To the extent allowed by law, the terms and conditions of this Agreement are confidential and will not be disclosed by a party to any third party without the other party's prior written consent (except that each party may disclose the terms and conditions of this Agreement to its employees and, in the case of _____, its agents and subcontractors, who have a direct need to know the terms and conditions of the Agreement.) Nothing herein will prevent _____ or Customer from supplying such information or making such statements or disclosures relating to this Agreement before any competent governmental authority, court or agency, or as such party may consider necessary in order to satisfy its obligations under applicable laws, regulations or generally accepted accounting principles (including, without limitation, statements or disclosures to such party's lawyers or accountants). Such party will furnish notice thereof to the other party prior to such disclosure unless such disclosure is in response to a lawful requirement or request from a court or governmental agency regarding a criminal inquiry or matter, in which case no prior notice will be required. The Parties acknowledge that public records are subject to disclosure pursuant to the State of Alabama Open Records Law.

SECTION 10. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Vendor may need to operate certain information technology systems not owned by the City ("Non-City Systems"), which may need to interface with or connect to City's networks, internet access, or information technology systems ("Client Systems"). Vendor shall be responsible for all Non-City Systems, and City shall be solely responsible for City Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Vendor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Vendor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-City Systems interface with or connect to City Systems, then City agrees to implement forthwith upon request from Vendor, at its own expense, the changes to the City Systems that Vendor reasonably requests and believes are necessary or prudent to ensure Vendor's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 11. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

SECTION 13.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

SECTION 14.

SUPPLEMENTAL TERMS & CONDITIONS FOR ENGAGEMENT OF CONSULTANT/VENDOR BY THE CITY

The City of Birmingham, Alabama (the "City") is retaining Consultant/Vendor to provide those professional services on the project or matter reflected in the associated appointment letter or other agreement (the "Work"). In consideration of good and valuable consideration received by Consultant/Vendor, the receipt and sufficiency of which is acknowledged, Consultant/Vendor covenants, agrees and represents as follows:

14.1. In addition to performing the Work in accordance with the project specifications or scope of responsibilities, Consultant/Vendor also will comply with the terms, conditions in these Supplemental Terms & Conditions for Engagement of Consultant/Vendor by the City (the "Supplemental Terms"). The associated appointment letter or agreement (including the attachments thereto) and these Supplemental Terms may be collectively referenced herein as the "Contract."

14.2. Before commencing the Work, Consultant/Vendor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, the "Licensing"). Consultant/Vendor further agrees to maintain that Licensing throughout the performance of its Work.

14.3. Time is of the essence in performing the Work. Consultant/Vendor will use commercially reasonable efforts to complete the Work in accordance with the schedule set forth in the Contract, or, if no schedule is stated therein, in accord with the schedule to be agreed by the parties.

14.4. Consultant/Vendor will expeditiously perform the Work in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the project.

14.5. If Consultant/Vendor or its representatives perform operations on City property (the "Work Site"), the following understandings apply. Consultant/Vendor has inspected, or will have inspected the Work Site, before commencing the Work. Consultant/Vendor agrees that it (a) has the sole responsibility to identify any condition or hazard that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Consultant/Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons (except other agents of the City or project participants) who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Work Site, or under the care, custody or control of the Consultant/Vendor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

14.6. Claims/Indemnification/Limitations of Liability.

(i) Indemnity. Consultant/Vendor shall defend, indemnify, and hold harmless the City, and its elected and appointed officials, agents, and employees (hereinafter the "Indemnities") from and against any and all causes of action, demands, actions, damages, judgments, expenses (including but not limited to attorney's fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Consultant's/Vendor's performance or failure to perform its obligation hereunder;

(b) any conditions in or about the work sites that the Consultant/Vendor or any Consultant/Vendor Representative may encounter; or (c) the use of occupancy of the work site by Consultant/Vendor or any Consultant/Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnatee(s); provided nothing herein shall obligate Consultant/Vendor to indemnify any of the Indemnitees for Claims resulting from the gross negligence or from the willful misconduct of the Indemnitees.

(ii) Any indemnity obligation of Consultant/Vendor under this Contract shall survive the expiration or termination of this Contract.

(iii) Claims by Consultant/Vendor against the City. If the City commits a default or fails to perform a material obligation owed to Consultant/Vendor hereunder, terminates this Agreement for its convenience or otherwise terminates it before its expiration, the City's sole obligation and liability to Consultant/Vendor arising from such breach or termination is limited to payment of Consultant/Vendor for Work and services it rendered prior to such breach or early termination. The portion of the fee payable to the Consultant/Vendor at the time of Default or termination will be calculated in proportion to services actually performed when Consultant/Vendor receives notice of termination.

14.7. Dispute Resolution. The parties will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this agreement (a "Dispute"). Those efforts will include escalation of the Dispute to the senior manager/official level of each party. However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism shall be litigation in a court of competent jurisdiction that is located in Jefferson County, Alabama. The parties waive any right to a trial by jury in any legal action between them that is instituted to resolve a Dispute.

14.8. Attorney Expense. If (i) either party should employ attorneys or incur other expenses in any legal action regarding a Dispute, and (ii) City secures a final judgment in the City's favor before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the Consultant/Vendor, Consultant/Vendor will pay the City its reasonable attorneys' fees and other reasonable expenses that are incurred in that action.

14.9. For the duration of the Contract and for limits not less than stated below, the Consultant/Vendor shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the City:

(a) Commercial General Liability: One Million Dollars (\$1,000,000);

(b) Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Consultant/Vendor with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage;

(c) Workers Compensation: Workers' Compensation and Employers Liability as required by statute; and

The Consultant/Vendor may use umbrella or excess liability insurance to achieve the required coverage for Commercial General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the execution of the Contract, the Consultant/Vendor shall provide the City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the City, and its officials and employees, as additional insured on the Commercial General Liability, Automobile Liability, and any applicable umbrella and excess policies, with respect to claims or liabilities arising out of Consultant/Vendor's operations.

14.10. With respect to any deliverables or other work product furnished by Consultant/Vendor to the City, Consultant/Vendor represents that it owns, is licensed or has the right to supply all such work product, including all intellectual rights attendant thereto. To the fullest extent permitted by law, Consultant/Vendor shall defend, indemnify, and hold harmless the City (and its representatives) from and against all actions, damages, judgments, losses, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs) and claims for patent, copyright or other infringement of intellectual property rights arising out of, related to, or resulting from Consultant/Vendor's breach of this warranty.

14.11. Consultant/Vendor is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the City and Consultant/Vendor. Further, the City retains no control or authority with respect to its means and methods in which the Consultant/Vendor (or any of its employees or representatives) performs the Work.

14.12. Consultant/Vendor may not assign its rights, obligations or the benefits of this Contract to any third party without the written consent of the City, which consent may be withheld for any reason.

14.13. The Contract is made only for the benefit of the City and Consultant/Vendor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party, and any and all possible third-party beneficiaries, foreseen and unforeseen, are hereby explicitly disclaimed.

14.14. If Consultant/Vendor conducts business through a corporation, limited liability company or other similar organizational structure, it makes the following representations and warranties as additional inducements to the City for it to enter the Contract:

(a) Consultant/Vendor is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and has the power to enter into and to perform and observe its agreements and covenants in the Contract.

(b) All actions required to be taken by or on behalf of Consultant/Vendor to execute the Contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body.

(c) The execution and performance of the Contract by Consultant/Vendor do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Consultant/Vendor is a party.

14.15. Consultant/Vendor represents that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Contract. The City, at its sole discretion, may terminate the Contract without liability if Consultant/Vendor violates this provision.

14.16. Limitation of Liability/Exclusion of Consequential Damages. CONSULTANT/VENDOR AND THE CITY AGREE AND ACKNOWLEDGE THAT, IN THE EVENT EITHER ASSERT OR MAKE ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE OTHER ARISING FROM AN ALLEGED BREACH OF THIS AGREEMENT OR AN ALLEGED FAILURE TO PERFORM ANY OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT EITHER MAY RECOVER FROM THE OTHER AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH AND ARE PROVEN IN A COURT OF LAW. CONSULTANT/VENDOR AND THE CITY AGREE AND ACKNOWLEDGE THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT NEITHER WOULD HAVE ENTERED INTO THIS AGREEMENT WITHOUT ITS INCLUSION.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION SHALL BE CONSTRUED TO LIMIT, MODIFY OR AFFECT THE CONSULTANT/VENDOR'S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT.

14.17. Immigration Law Compliance. (a) Consultant/Vendor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"). (b) Consultant/Vendor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Consultant/Vendor is enrolled in the E-Verify program. During the performance of this Agreement, Consultant/Vendor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Consultant/Vendor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Consultant/Vendor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Consultant/Vendor represents and warrants that Consultant/Vendor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Consultant/Vendor knows is not in compliance with the Act. (d) By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

14.18. Offset for Overdue Fees, Taxes, Etc. Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Consultant/Vendor acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Consultant/Vendor under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Consultant/Vendor.

14.19. "Buy Local". Consultant/Vendor agrees that in connection with any portion of the Work, it will make commercially reasonable efforts to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham and it will encourage any subcontractor of the Consultant/Vendor, if any, to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham.

14.20. Local Hiring. Consultant/Vendor agrees to make, and to cause its subcontractors, if any, to make commercially reasonable efforts to hire qualified residents of the City of Birmingham to fill available positions with respect to the Work.

14.21. Miscellaneous Provisions.

(a) Consultant/Vendor acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women-owned and disadvantaged business enterprises to the maximum extent possible seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs. Consultant/Vendor agrees to comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Consultant/Vendor to complete the Work.

(b) Consultant/Vendor (and its employees, agents and consultants) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Work. Failure to perform these requirements is a material breach of this Contract and may result in its termination as the City deems appropriate.

(c) The appointment letter or other agreement (including attachments thereto) and these Supplemental Terms represent the entire agreement between the parties, and supersede all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

(d) This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed Contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

(e) Any forbearance or delay on the part of the City in enforcing any of its rights under this Contract shall not be construed as a waiver of such rights. No terms of this Contract shall be waived unless expressly waived in writing.

(f) If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(g) In the event of any conflict in the provisions of the appointment letter or other agreement (including the attachments thereto) and the provisions herein, the provisions in these Supplemental Terms shall govern and control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

[City]

Vendor

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BID FORM

William E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for food service for the Birmingham City Jail for a period of three (3) years in accordance with your invitation to bid and specifications dated October 26, 2015. Prices quoted are f.o.b. delivered and I am bidding in accordance with specifications except as listed below.

Approx. Meals Per Year	Description	Price Per Meal	Extended Total
242,725	Annual Food Service Year 1		
242,725	Annual Food Service Year 2		
242,725	Annual Food Service Year 3		
Food Service Grand Total			

BID FORM-cont'd

Exceptions to Specifications:

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Bidder acknowledges receipt of _____ addenda.
(addenda numbers)

This page must be returned with bid.

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box (Zip if different from street address)

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Website

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. BID AWARD NOTICE ADDRESS**
- 2. PURCHASE ORDER ADDRESS**
- 3. REMITTANCE ADDRESS (and NAME if different than above)**